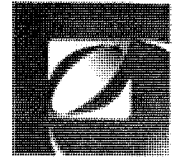


EXHIBIT A

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INVENTION AND CONFIDENTIALITY/NON-COMPETE AGREEMENT

In consideration of my employment by Weber Aircraft, (which separately and together with its affiliated divisions will hereinafter be referred to as "Company"), the Company's agreement to provide me with access to Confidential Information, and the compensation paid to me by Company, Ryan Vaughn (hereinafter referred to as "Employee") hereby agrees that:

1. All Employee's inventions, improvements and ideas (hereinafter referred to as "Assigned Inventions", whether or not patentable) which Employee has conceived or worked on or may conceive or work on (either solely or jointly with others):
 - a. during the period of his/her employment by Company and relating to the business of the Company, or
 - b. during the period of one year thereafter and relating to the business of the Company about which Employee acquired knowledge as a result of his employment by the Company, shall be the exclusive property of the Company.
2. Employee shall keep and promptly and fully disclose to the Company complete and up-to-date written records (including drawings and photographs) of all Assigned Inventions. All inventions, improvements and ideas conceived or worked on by Employee before Employee's employment by Company and owned by Employee are described on the list attached hereto as Exhibit A. (If there are no such inventions, improvements or ideas, write "none" here none.)
 - a. Employee shall assign and does hereby assign to the Company all of Employee's interest in the Assigned Inventions and any Letters Patent or application for Letters Patent thereon for all countries. Employee further agrees, at the expense and request of the Company, but without further compensation to Employee, to do all lawful things and to execute and deliver to Company all papers which in the opinion of the Company may be necessary to obtain or maintain said Assigned Inventions or Letters Patent or application therefore or to obtain, or maintain title thereto in Company. In the event Company is unable for any reason to secure Employee's signature on such papers, Employee hereby irrevocably appoints Company and its duly authorized officers and agents as Employee's agent and attorney in fact to execute such papers and to do such things with the same legal force as if executed or done by Employee.

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Page 1 of 10

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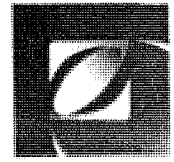
Invention and Confidentiality/Non-Compete Agreement

- b. Employee shall do all lawful things and shall execute and deliver all papers which may be necessary or desirable to comply with the provisions of any contract between the Company and the United States relating to Assigned Inventions.
3. The term "Confidential Information" means: (a) financial information, including but not limited to The Company's prices, fee structures, volumes of purchases or sales, or other financial data; (b) product information, including but not limited to designs, prototypes, engineering information, studies, and drawings; (c) supplier information including the names and addresses of suppliers, terms of supply agreements, and the terms of agreements with suppliers or of particular transactions, or related information about potential suppliers; (d) marketing information, including but not limited to details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, marketing forecasts, results of marketing efforts or information about impending transactions and pricing strategies; (e) personnel information, including but not limited to employees' personal or medical histories, employment agreements, commission and bonus plans, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, terminations, training methods, performance or other employee information; (f) information contained in any computer files, or other proprietary operating software systems, and any associated passwords, including, but not limited to the computer files listed on Exhibit B, (g) procedures manuals, startup manuals, sales training materials, brochures, customer agreements, license agreements, shareholders agreements, minutes of shareholder meetings, minutes of manager's meetings, sales meetings; (h) customer information, including but not limited to names, addresses and contacts at customers, and any compilations of past, existing or prospective sources of business, proposals or agreements with customers, any sales histories, pricing or other revenue information relating to customers; and (i) all Company information acquired by Employee in connection with or as a result of Employee's employment by Company which information is (i) identified by The Company as proprietary or (ii) from the circumstances involved, in good faith ought to be treated as proprietary information of Company. Confidential Information also includes information of the type described in this paragraph and on Exhibit B which is provided to the Company by airlines, customers, suppliers or manufacturers.

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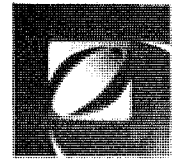
Invention and Confidentiality/Non-Compete Agreement

4. Employee agrees, except as specifically required in the performance of Employee's duties for the Company that Employee will not, during the course of Employee's employment by the Company and after Employee leaves the employment of the Company, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise employ any Confidential Information. Employee further agrees not to copy or transmit any Confidential Information without prior written authorization from Employee's direct supervisor. This includes copying or transmitting Confidential Information via Personal Digital Assistants, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, digital music players, digital tapes, floppy discs, CD's, DVD's, personal email accounts (including web-based email accounts such as Hotmail, Gmail, Yahoo), memory cards, Zip discs, and all other similar mediums which can be used to transmit electronic data.
5. All Confidential Information in any form, including, but not limited to, electronic or digital format, notes, data, sketches, manuals, drawings, notebooks, records, products, tools and fixtures relating to the business of the Company made or obtained by Employee while employed by the Company shall be the exclusive property of the Company and shall be delivered by Employee to the Company (a) on termination of Employee's employment by the Company or (b) at any time as requested by the Company. Employee understands that the phrase "business of the Company" as used hereinbefore and hereinafter includes not only the design, development, manufacture and sale of the Company's products and the performance of the services but also financial data, plans, reports and other Company information. If Employee has stored any Confidential Information on any data storage device not owned by the Company, Employee will tender the device to the Company to remove the Confidential Information.
6. During the period of Employee's employment by the Company, Employee shall not either directly or indirectly, (a) compete, or take steps to begin competing in the future, with the Company in the business of the Company or (b) aid or become associated with others involved in such competition or steps to begin competing.
7. During the period of one year immediately after the termination of Employee's employment with Company, Employee shall not, directly or indirectly, either on Employee's behalf or for any other party, use such proprietary information to solicit, divert or otherwise attempt to take away any of the customers or suppliers of Company.

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Invention and Confidentiality/Non-Compete Agreement

8. Employee agrees, due to Employee's position with the Company, and access to Confidential Information, that if Employee engages in any business which is directly or indirectly competitive with the Company, such action will inevitably result in the disclosure of Confidential Information in violation of this Agreement. Employee agrees that while employed by the Company, and for a period of one year after Employee's employment with the Company ends, Employee will not provide information to, solicit or sell for, organize or own any interest in (either directly or through any parent, affiliate, or subsidiary corporation, partnership, or other entity), or become employed or engaged by, or act as agent for any person, corporation, or other entity that is directly or indirectly engaged in a Competing Business within the Restricted Territory. The term "Competing Business" for purposes of this Agreement means concept development, design, prototyping, analysis, test, certification, manufacture and sale of seating system, seating products and any sub components of the seating system and/or product for transport airplane and rotorcraft, including, but not limited to B/E Aerospace, Recaro, TIMCO Aviation Services, ZIM Flugsitz, and Geven. The term "Restricted Territory" for purposes of this Agreement shall mean the geographic area where the Company's products are sold within the two year period prior to Employee's departure from the Company and the geographic area where B/E Aerospace, Recaro, TIMCO Aviation Services, ZIM Flugsitz, and Geven conduct business. The Company will release Employee from this restriction if: (1) Employee is discharged as a result of a layoff or Employee's failing to meet performance objectives, and (2) Employee affirms Employee's obligation not to use or disclose Confidential information as required by this Agreement. Provided that, if the Company determines that Employee's failing to meet performance objectives was deliberate or otherwise orchestrated to cause Employee to be discharged to avoid these restrictions, the Company will not release Employee from these restrictions.
9. Employee agrees that for a period of 1 year after Employee's employment with the Company ends, Employee will not directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any customer or prospective customer of Company with whom Employee had business dealings while employed by Company.
10. Employee agrees that for a period of 1 year after Employee's employment with the Company ends, Employee will not directly or indirectly solicit, contact, call upon, communicate with or attempt to communicate with any vendor or supplier of Company with whom Employee had business dealings while employed by Company.
11. Employee agrees that while employed by the Company, and for a period of 1 year after employment ends, Employee will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any other employee of Company to work for any direct or indirect competitor of the Company.

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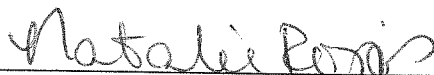
Invention and Confidentiality/Non-Compete Agreement

12. The parties agree that this Agreement is to be governed by and construed under the laws of the State of Texas without regard conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in Dallas County, Texas.
13. All clauses of this Agreement are distinct and severable. If any clause of this agreement shall be held void or unenforceable, it shall not affect the validity of the remaining portions of this agreement.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING AGREEMENT.

Date this 24th day of January, 20 11.


Employee Signature


Witness Signature (Weber Mgmt or HR)

Natalie Rojas
Witness Print Name

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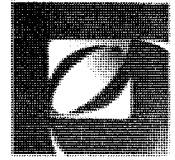


EXHIBIT A
PRE-EXISTING INVENTIONS, IMPROVEMENTS AND IDEAS

Description

Date Created

None

Employee Signature _____

Witness Signature (Weber Mgmt or HR)

Witness Print Name

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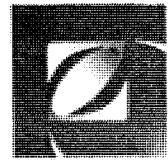


		EXHIBIT B List of typical confidential information (but not limited to)		
Type of Data			Format of Data	Data Generated by (Software)
Design Data				
	3D Model		prt., pdf., dxf., stp., iges., paper copy, etc.	ProE, CATIA, Adobe Acrobat (3D pdf)
		Seat Assembly		
		Sub Assembly		
		Detail Part		
		Design Study		
		Concepts		
		Sketch		
		Check List for Modeling		
		3D Product Structure		
		3D Work Flow		
		Model Quality Check Process		
	2D Drawing		pdf., dxf., iges., AutoCad, CCD, doc., xls., paper copy, etc.	ProE, AutoCAD, CCD, Adobe Acrobat, MS Word, MS Excel
		Seat Assembly		
		Sub Assembly		
		Detail Part		
		Design Study		
		Concepts		
		Sketch		
		Drawing Check List		
		Product Structure		
	Data & Report		XL., XLS., DOC., PDF., ppt., paper copy, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point
		Technical Proposal		
		Weight Report		
		Cost Report		
		Request For Quote (RFQ)		
		Request For Proposal (RFP)		

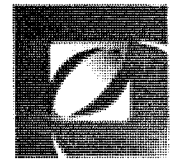
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		Seat Specification		
		Compliance Matrix		
		FEA and Simulation Data		
		Supplier Drawing		
		Supplier Process Specification		
		List of Suppliers		
		Slogans, Trademarks, Logos, Safety Placards		
		Component Maintenance Manual (CMM)		
		Customer Specification		
		Airframe Manufacturer Specification		
	Process Specification		XL., XLS., DOC., PDF., ppt., paper copy, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point
		Weber Process Specification (WPS)		
		Weber Aircraft Material Definition (WA channel)		
		Weber Material Specification (WMS)		
		Weber Functional Test Procedure (WFT)		
		Manufacturing Process Specification (MPS)		
		Weber Specification (WS)		
		Weber Inspection Specification (WIS)		
	Procedure		XL., XLS., DOC., PDF., ppt., paper copy, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point
		Engineering Manual		
		CAD & Design Best Practices		
		Finite Element Analysis/Simulation Best Practices		
		Quality Assurance procedure (QAP)		
		Certification internal Procedure (CIP)		
		Engineering Internal Procedure (EIP)		
		Work Instruction (WI)		

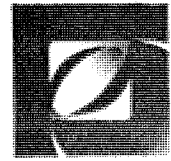
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Compliance Data			XL., XLS., DOC., PDF., ppt., paper copy, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point, LS Dyna, Altair Hyperworks, Nastran
	Data & Document	Test Plan		
		Test Data & Report		
		Stress Data & Report		
		Load Data & Report		
		Similarity Data & Report		
		Substantiation Data & Report		
		Test Data (filtered, unfiltered, raw data, processed data, etc.)		
		Test Procedure		
		Test Check List		
		Test Set-Up		
		List of Test Equipment		
		Finite Element Analysis (FEA)/Simulation Data		
		Certification Plan		
		Conformity Papers/Documents		
Engineering Management Process & Data			XL., XLS., DOC., PDF., ppt., paper copy, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point, Drawing PDM, Resource Management Application
		Resource Management Process and Data		
		Performance Measurement Process and Data		
		Drawing Sign-Off system		
		Drawing Sign-Off Process		
		Paperless data Management (PDM) Process		
		Weber Supplier Data Submittal (WSDS) & Notice of Change (NOC) Process and data		
		Training Matrix		

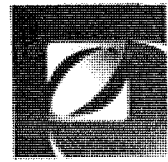
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		Training Plan		
		Engineering Improvement Initiatives		
		Lean Engineering Process		
		Engineering Job Description		
		Engineering Pay Grade		
		Performance Data		
		Program Management & Tollgate Process		
Presentations/ Communication			XL, XLS, DOC., PDF., ppt., paper copy, email, etc.	MS Word, MS Excel, Adobe Acrobat, MS Power Point, Lotus Notes
		Presentation on product, detail design, concept, process, measurement, etc.		
		Engineering Memo (Engineering Outgoing Memo,, Engineering Incoming Memo, etc.)		
		Any Communication with Regulatory Authorities		
		Any Communication with Suppliers		
		Any Communication with Customers, Airlines, Air Frame Manufacturers, Type Certificate/Supplemental Type Certificate Applicant		
		Any email with any of the above specified information attached to the email		

I have received and reviewed pages 7-10, Exhibit B of the Invention and Confidentiality/ Non-Compete Agreement.

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